

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

UMB BANK, N.A., as Trustee,

Plaintiff,

- against -

SANOFI,

Defendant.

Case No. 15 Civ. 08725 (GBD)(JCF)

Oral Argument Requested

**NOTICE OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AS TO COUNTS
I, II AND VII OF THE SECOND AMENDED COMPLAINT**

PLEASE TAKE NOTICE THAT upon the accompanying Plaintiff's Memorandum of Law in Support of Its Motion for Summary Judgment as to Counts I, II and VII of the Second Amended Complaint, the Declaration of Adam S. Mintz in Support of Plaintiff's Motion for Summary Judgment as to Counts I, II and VII of the Second Amended Complaint, dated September 13, 2019, and the exhibits attached thereto, and the Statement of Undisputed Material Facts in Support of Plaintiff's Motion for Summary Judgment as to Counts I, II and VII of the Second Amended Complaint, Plaintiff UMB Bank, N.A., as Trustee, will, and hereby does, move this Court before the Honorable George B. Daniels, United States District Judge, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, at a date and time to be determined by this Court, for an order pursuant to Rule 56 of the Federal Rules of Civil Procedure granting Plaintiff's Motion for Summary Judgment as to Counts I, II and VII of the Second Amended Complaint, including ordering Sanofi:

- (i) as to Count I, to pay the Trustee \$1 per CVR plus prejudgment interest at the contract Breach Interest Rate¹ from January 28, 2014;
- (ii) as to Count II, to pay the Trustee \$2 per CVR plus prejudgment interest at the contract Breach Interest Rate from March 11, 2016;
- (iii) as to Count VII: to pay the Trustee \$1 per CVR plus prejudgment interest at the contract Breach Interest Rate from January 30, 2012.

The Trustee prays that the Court grant such other and further relief as it deems just and proper.

Dated: September 13, 2019

Respectfully submitted,

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¹ As set forth in Plaintiff's Memorandum of Law in Support of Its Motion for Summary Judgment as to Counts I, II and VII of the Second Amended Complaint, Breach Interest Rate is defined as the interest rate to be applied to payments due to the CVR holders in the event of a breach as defined in the CVR Agreement § 1.1 and is defined to mean "a per annum rate equal to the prime rate of interest quoted by Bloomberg, or similar reputable data source, plus three percent (3%), calculated daily on the basis of a three hundred sixty-five (365) day year or, if lower, the highest rate permitted under applicable law."